

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MedicineLodge (dba IMDS Co-Innovation)	04/28/2011
RECEIVING PARTY DATA	
Name:	Biomet Sports Medicine, LLC
Street Address:	56 E. Bell Drive
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46582
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13109667
CORRESPONDENCE DATA	
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Address Line 4:	Bloomfield Hills, MICHIGAN 48303
ATTORNEY DOCKET NUMBER:	5490-000864
NAME OF SUBMITTER:	Richard W. Warner
Total Attachments: 4 source=Assignment (MedicineLodge to Biomet)#page1.tif source=Assignment (MedicineLodge to Biomet)#page2.tif source=Assignment (MedicineLodge to Biomet)#page3.tif source=Assignment (MedicineLodge to Biomet)#page4.tif	

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REEL: 026294 FRAME: 0223

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by MedicineLodge, Inc. dba IMDS Co-Innovation (hereinafter referred to as Assignor), a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 124 South 600 West, Logan, Utah 84321;

**WHEREAS**, Assignor has an interest in an invention set forth in an application for Letters Patent of the United States, executed on even date preparatory to filing (Assignor should sign this Assignment on the same day that the Declaration for said application is executed by Nicholas R. Slater, Jeffrey D. Arnett, and Joshua A. Butters), by way of an Assignment from Nicholas R. Slater, Jeffrey D. Arnett, and Joshua A. Butters, and to Assignor ; and

**WHEREAS**, Biomet Sports Medicine, LLC, a corporation organized under and pursuant to the laws of Indiana having its principal place of business at 56 E. Bell Drive, Warsaw, Indiana 46582 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest held by Assignor in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest held by Assignor in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries that may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and

benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, and subject to any right, title or interest held by the other co-inventors Nathanael K. Connor, Brian K. Berelsman, Gregory J. Denham, and Kevin T. Stone. Assignor is the sole and lawful owner of the entire right, title and interest formerly held by co-inventors Nicholas R. Slater, Jeffrey D. Arnett, and Joshua A. Butters in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, make all lawful declarations and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of Assignor's entire right, title and interest in said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 94507

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Brady R. Shirley  
Brady R. Shirley, President and CEO

Date: April 28, 2011

United States of America )  
State of Texas ) ss.:  
County of Denton )

On this 28th day of April, 2011, before me  
personally came Brady R. Shirley, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Kerry E. Mitchell  
Notary Public

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